

Keokuk

IAFF #568

7/1/2005 6/30/2007

2005  
/ 2005

**FIRE  
CONTRACT  
Local #568, IAFF**

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## ARTICLES OF AGREEMENT

### Recognition

The City hereby recognizes the said Union as the sole and exclusive representative of all firefighters and lieutenants of the Fire Department for the purposes of bargaining with respect to wages, hours of work and working conditions and all matters related thereto.

## ARTICLE 1

### Definition of Year

#### Section 1

Definition of year - When "year" is used in this contract it shall mean the period from July 1 to the next succeeding June 30.

#### Section 2

#### Duration of Agreement

This Agreement shall be effective as of **the 1st day of July 2005**, and shall remain in full force and effect until the **30<sup>th</sup> day of June 2007**.

## ARTICLE 2

### Discrimination

#### Section 1

The Employer agrees not to discriminate against any employee for his activity in behalf of, or membership in, the Union.

#### Section 2

The Employer and the Union agree that there shall be no discrimination against any employee because of race, color, creed, national origin, religion, sex, or political affiliation.

### Section 3

In the event, a handicapped individual is employed by the City of Keokuk under this Agreement, the City of Keokuk shall not be required to promote or transfer such handicapped person to another job or occupation, unless prior to such transfer, such handicapped person, by training or experience is qualified for such job or occupation and no such person shall be given, by virtue of the Agreement, any rights in addition to those provided by Chapter 601 A of the 1986 Code of Iowa. This provision is intended by the parties to comply with S601A.14 of the 1981 Code of Iowa.

The remaining terms of this agreement notwithstanding, nothing contained in this agreement, including sections (those provisions relating to seniority, bidding and possibly layoffs), shall in any way limit the Employer's ability to take all reasonable necessary steps to accommodate disabled individuals and comply with the Americans with Disabilities Act.

### Section 4

In the construction of this Agreement, whenever the words man, men, him or he appear, either as words or parts of words, they have been used for literary purposes and not meant in their generic sense, but are intended to include all humankind, both male and female sexes.

## ARTICLE 3

### Union Business

Two union members shall be granted one day off per year without pay to perform their union functions, including attendance at conventions, conferences and seminars utilizing accrued paid time off. The members of the negotiating team of the Union, if working a scheduled shift, shall be allowed to attend negotiating sessions with pay at times which shall be mutually set by the Employer and the Union. If a member of the negotiating team is not working a scheduled shift during negotiating sessions, the union member shall not be paid for attendance. Furthermore, the City of Keokuk agrees to provide the Union with a bulletin board, at a convenient place at the Fire Station, for the sole purpose and use of the Union to announce its business and activities to its membership.

## ARTICLE 4

### Hours

#### Section 1

The standard work period of each employee shall be established on a 27 day cycle. The Employer agrees to pay for each hour actually worked or portion thereof, one and one-half (1 ½) times the employee's base of each said hour in excess of 204 hours, upon the formula provided in Article 9, in a 27 day cycle. An employee shall work an average of 56 hours a week through the year.

#### Section 2

The present duty tour shall normally consist of 24 consecutive hours on duty, followed by 48 hours off duty. The shift shall commence at 7:00 a.m. and shall continue to 7:00 a.m, the following day. Each employee understands that due to emergency conditions, sickness or other unforeseen circumstances, the tour of duty and scheduling of duty may, from time to time, need to be changed or amended.

#### Section 3

The Chief of the Fire Department or Assistant Chiefs may grant the request of any two (2) members of the Fire Department to exchange hours of days off provided:

- A. it is voluntary,
- B. it is at the employee's request and not the Employer's,
- C. it is not because of Employer's business operations, but because of the employee's desire or need to attend to personal matters,
- D. such substitution does not impose any additional cost on the Employer, and
- E. It is understood the employee's first responsibility is to his position with the Employer.

## ARTICLE 5

### Rate of Pay

#### Section 1

The rate of pay for persons covered by this Agreement for the period beginning July 1, 2005 and ending June 30, 2006 shall be as follows:

Lieutenant .....	Basic Hourly	\$12.88	
	Basic Overtime Hourly	\$17.18	
Fire Fighter 1 <sup>st</sup> Class .....	Basic Hourly	\$12.00	
	Basic Overtime Hourly	\$16.00	
Fire Fighter 2 <sup>nd</sup> Class .....	Basic Hourly	\$11.64	
	Basic Overtime Hourly	\$15.53	
Fire Fighter 3 <sup>rd</sup> Class .....	Basic Hourly	\$10.19	2 <sup>nd</sup> Six Months
	Basic Overtime Hourly	\$13.60	
Fire Fighter 3 <sup>rd</sup> Class .....	Basic Hourly	\$9.93	1 <sup>st</sup> Six Months
	Basic Overtime Hourly	\$13.25	

#### Section 2

The hourly rate of pay for persons covered by this Agreement for the period beginning July 1, 2006 and ending June 30, 2007 shall be negotiated beginning in September 2005.

#### Section 4

The basic hourly rate of each employee shall be based upon 2922 hours a year, as shown above. The basic hourly rate of each employee for overtime shall be based upon 2190 hours a year.

## Section 5

All salary and other monetary increases negotiated shall take effect, as intended by the above mentioned act (on the first day of the employer's succeeding budget year).

## Section 6

Employees will be paid every two (2) weeks and continuing every other Friday thereafter. Each period shall end one (1) week prior to the day on which paychecks are issued.

## Section 7

The shift working on Thursday, prior to payday, will be given their check before going off duty on Friday. All others will receive their check on Friday morning, no later than 8:30 a.m.

# ARTICLE 6

## Group Life & Health Insurance

There shall be in effect during the term of this Agreement, a Group Life and Health Insurance Coverage provided by the Employer on participating regular employees and their dependents.

## Section 1

The Employer agrees to contribute one hundred (100) percent for employee premium costs (Single Policy). The Employer agrees to contribute ninety (90) per cent for employee dependent premium costs (Family Policy). The balance of any premium costs for insurance on dependents shall be paid by the employee.

## Section 2

The Employee agrees to contribute ninety (90%) percent premium costs for employee single and family coverage life insurance which coverage shall be \$40,000.



### Section 3

In the event of a Line-of-duty death, any member covered by this agreement, the employer shall pay the employer's portion of health costs for three months to the spouse and any dependents of the member. The rates for this extended insurance shall be the rates in this article.

### Section 4

**An employee between the ages of fifty-five (55) and sixty-five (65) with a minimum of twenty-two (22) years of service who retires after July 1, 2005 will be eligible for a one hundred percent (100%) paid Single Policy in the Group Medical Insurance Program coverage, in effect at the time of said retirement. The coverage will continue until the retiree is eligible for Medicare. If the retiree wishes to have a Family Policy they may do so by paying the difference between a Single Policy and Family Policy using the benefit option in Article 24, Section 5 (second paragraph) or by paying the difference themselves. Under no circumstances will the Employer pay more than the cost a Single Policy. If during the duration of the contract the cost of a Single Policy increases ten percent (10%) or more, the employer upon notification to the retiree and the union will continue to pay the cost previous to the increase with the retiree paying the difference.**

## ARTICLE 7

### Payroll Deductions of Dues

#### Section 1

The Employer agrees to deduct, once each month, dues and assessments in an amount certified by the Treasurer of Local 568, International Association of Fire Fighters, from the pay of the employees who individually request in writing, that such deductions be made.

#### Section 2

The total amount of deductions will be remitted, each month, by Employer to the Treasurer of the Union.

### Section 3

The employee may terminate the dues checkoff, at any time, by giving (30) days written notice.

### Section 4

The Union agrees to refund to the Employer, any amounts paid to it in error, on account of the payroll deduction provision, upon presentation of the proper evidence thereof. The Employer shall do likewise to their employee.

### Section 5

This authorization shall remain in full force and effect during the term of this Agreement.

## ARTICLE 8

### Longevity Pay

The City agrees to pay as indicated below, by adding the indicated sums to an employee's hourly wage under Article 5:

	<u>Yearly</u>	<u>Hourly</u>
After five (5) years of service .....	480.00	.16
After ten (10) years of service .....	720.00	.25
After fifteen (15) years of service .....	960.00	.33
After twenty (20) years of service .....	1,200.00	.41
After twenty-five (25) years of service .....	1,440.00	.49

One thousand four hundred forty (1440.00) dollars (.49 an hour) shall be the maximum longevity pay. Longevity pay shall be determined upon the anniversary requiring an adjustment of longevity pay during any fiscal year, shall be paid at the highest applicable rate for the entire fiscal year.

## ARTICLE 9

### Overtime Pay

#### Section 1

Adjustments to pay under this Article shall be made on the first payday more than seven (7) days after the end of a work cycle.

#### Section 2

For all hours an employee works in excess of 204, but not over 216 in a work cycle, an employee shall receive as additional pay, an amount equal to one-half (1/2) hourly base, plus one-half (1/2) hourly longevity. For all hours over 216 worked by an employee in a work cycle, the employee shall receive an amount equal to one and one-half (1 1/2) times overtime hourly base, plus one and one-half (1 1/2) time hourly longevity.

#### Section 3

The Chief of the Fire Department shall be responsible for equal distribution of overtime among all employees for what overtime is required, and is not of an emergency nature. A list of all overtime, of this nature, will be posted and updated, so as, all individuals will be able to see how they stand in this regard.

#### Section 4

Should non-emergency overtime arise and an individual does not wish to work overtime, then he shall have the right to refuse said overtime. When the list of overtime is exhausted, at that point, it becomes an emergency situation and overtime shall be a mandatory requirement.

#### Section 5

Any Fire Fighter called in to work, shall receive a minimum of four (4) hours pay, at a rate of one and one-half (1 1/2) times hourly base, plus one and one-half (1 1/2) times hourly longevity. For purposes of this provision, a Fire Fighter working beyond shift change, shall also receive pay as adjusted in this section, but shall not be guaranteed a minimum of four (4) hours work.

## Section 6

No employee, under this Article, or any other provision of this Agreement, may claim or be paid overtime, more than once for the same hour worked.

## ARTICLE 10

### Call Back Pay

#### Section 1

All employees covered by the terms of this Agreement, who are called back to work from off duty, shall be paid at least, a minimum of four (4) hours, at one and one-half (1 ½) times their basic rate of pay for each call back time, and shall be paid actual time, at one and one-half (1 ½) times base for all additional time worked, over the minimum of four (4) hours.

#### Section 2

The provisions of Section 1 hereof notwithstanding, any member of the Fire Department may be held over at shift change, and at shift change, any member of the Department may be called into the Fire Station for the purpose of attending meetings. Attendance at such meetings shall be paid for the additional time spent in such meeting, at one and one-half (1 ½) times their basic rate of pay for a minimum of one (1) hour, provided however, the provision of this Section shall not be used for more than four (4) meetings in a contract year. No meeting held under this Section, shall be held on less than seventy-two (72) hour notice, and no member of the Department on vacation or using a personal day, shall be required to attend such meeting.

## ARTICLE 11

### Uniform & Clothing

#### Section 1

Each Fire Fighter shall wear a uniform as may be prescribed by the regulations of the department.

## Section 2

The City shall also provide, at no cost to the employee, the following protective firefighting gear: helmet, turnout coat, boots, gloves, nightpants, bunker boots, and flashlights with ample supplies of bulbs and batteries available to the employee. In addition, all new or replaced material shall be consistent with the Iowa Bureau of Labor Standards.

## Section 3

The City shall reimburse the members for the actual cost of any article of clothing or other item of personal property, lost, damaged, or stolen in the line of duty, except in cases where the loss, damage, or theft of property is due to the negligence of the employee for a maximum amount of \$250 per incidence. The Chief shall provide a claim form for the filing of a lost, damaged, or stolen property claim, and the employee shall file said claim within twenty-four (24) hours of the occurrence, and submit the same to the Chief for approval. The claim shall then be paid, when approved by the Fire Chief.

## Section 4

The City shall provide each newly employed Fire Fighter, two (2) pair of pants, two (2) short sleeve shirts, two (2) long sleeve shirts, one (1) pair of shoes, and one (1) jacket. No other provisions are made for clothing allowance except as provided elsewhere in Article 11.

# ARTICLE 12

## Travel & Expense Policy

Each employee covered by this Agreement, shall receive compensation for the use of a personal vehicle, based upon the most recent mileage resolution passed by the City Council of the City of Keokuk.

## ARTICLE 13

### Fire Fighters Pension & Retirement Plan

The Employer and the Union shall adhere to all laws governing the State of Iowa laws, covering the pension and retirement plans of the Fire Fighters.

## ARTICLE 14

### Duties

The Employer may assign Fire Fighters to tasks involving the maintenance of Fire Department apparatus and equipment, at the discretion of the Chief and Assistant Chiefs. Employees may be required to perform routine work, in connection with maintaining the buildings in which they are stationed, and the grounds on which such building is located. For the purpose of this Section, such work shall not include mechanical or metalwork, electrical work, plumbing, painting, masonry, or carpentry work, in connection with new construction, major remodeling, and major repairs. It is intended, that this Section, will be interpreted to continue present practices.

The following are typical examples of work routinely done. The list is not necessarily all inclusive.

DUTIES WHICH ARE CUSTOMARILY DONE BY FIRE FIGHTERS UNDER ORDER: Paint equipment, paint couplings, paint running boards, varnish ladders, varnish pike poles and ax handles, wash walls, scrub and wash floors, change lights, clean sinks, clean kitchen, mow grass, shovel snow, plunge plugged drains, grease and oil overhead doors, keep yard clean, wash windows, wash rigs, clean toilets, clean stove, clean refrigerator, wash hoses, wash tarps, general housecleaning, repair and replace couplings and refinish all tools and general laundry duties.

## ARTICLE 15

### Joint Occupational Safety & Health Committee

It is the desire of the Employer and the Union to maintain the highest standards of health and safety in the Fire Department, in order to eliminate as much as reasonably practicable, accidents, death, injuries, and illness in the fire service.

The Employer and the Union shall each appoint three (3) members to the Joint Occupational Safety & Health Committee. The Committee shall meet at such times, as its members, the Union, or employer shall request, but in no case less than once during each contract year. Committee members shall be granted time off, with pay, when meeting with management for the purposes of this Article.

The Committee shall, upon its own motion, or at the request of the Employer or the Union, inspect the Fire Department facilities to detect hazardous physical conditions or procedures relating to health and safety. It may recommend changes in the facilities, the use or addition of protective equipment, protective apparel, or other devices for the elimination of health or safety hazards, including procedures related to training.

Nothing in the Article shall restrict the right of the Joint Occupational Safety and Health Committee from investigating health and safety conditions within or relating to the Fire Department.

Records of all accidents, injuries, or illness shall be maintained by the Fire Department and shall be available to the Committee or any of its members upon request. These reports shall include all reports required by the State of Iowa, under Occupational Safety and Health Act of 1970, as amended. The Union shall designate one (1) of its members of the Occupational Safety and Health Committee as the Union's representative to accompany any inspection, or to participate in any investigation conducted by either, the State of Iowa or the United States, under either aforementioned provision of law.

Nothing in this Article shall be deemed to waive or restrict the rights and obligations of either, the Employer or the Union or any individual, under either of the aforementioned provisions of law, and nothing herein, shall be deemed a waiver of the right of the Employer to conduct independent investigations or inspections, as required or allowed by law.

## ARTICLE 16

### Classification of Fire Fighters

A Fire Fighter 1<sup>st</sup> Class shall be a Fire Fighter who has **obtained Fire Fighter 1 certification and completed a minimum of two (2) years of service as Fire Fighter, at the commencement of the fiscal year.**

A Fire Fighter 2<sup>nd</sup> Class shall be a Fire Fighter who has completed probation and has not yet qualified as a Fire Fighter 1<sup>st</sup> Class

~~A~~ Fire Fighter 3<sup>rd</sup> Class is a probationary Fire Fighter. Probation shall extend for the first twelve (12) consecutive months of continuous service. During probation, a Fire Fighter may be removed or discharged from such position without cause or the right to a grievance.

**All Fire Fighters shall be C.P.R. certified and remain certified throughout the fiscal year, the exception being, a probationary Fire Fighter who must complete C.P.R. certification within the first six (6) month period of their employment. All Fire Fighters shall have on file with the Fire Chief, a statement from the City Physician stating that, as of June 30<sup>th</sup> of the prior fiscal year, the Fire Fighter is within the confines of the weight limitations as prescribed by the medical chart posted within the Department, and per the City Code.**

**In order to qualify as a Fire Fighter 1 or 2, all Fire Fighters must have completed no less than sixteen (16) hours of specified training program in fire related courses, at a college or university, or some other recognized program conducted by either state authorities, or some other source recognized by the Chief. A Fire Fighter must be qualified to operate equipment as a driver with the appropriate operator's license for said equipment.**



## ARTICLE 17

### Working Out of Classification

**Any 1<sup>st</sup> Class Fire Fighter, on any shift, required to accept and carry out the duties and responsibilities of an Officer on a shift, shall receive as additional compensation, the amount of \$1.06 per hour worked, calculated to the nearest hour. Any Lieutenant on any shift required to accept and carry out the duties and responsibilities of an Assistant Chief on a shift shall receive as additional compensation the amount of \$1.30 per hour worked.**

## ARTICLE 18

### Chauffeur's License

The City shall pay for the chauffeur's license for any Fire Fighter required to have such a license.

## ARTICLE 19

### Education & Training

The Union and Employer agree, the proper maintenance and efficiency of the Fire Department, requires continued programs of training and education. To effectuate such goals, the parties establish the following:

1. The Chief of the Department may require training sessions for members of the Department, at any time, a Fire Fighter is on duty, and such on-duty Fire Fighter shall not receive any additional compensation for attending such sessions.
2. The Chief of the Department may require off-duty Fire Fighters to attend (not more than three (3) days in any calendar month, with at least fifteen (15) days notice) training or education sessions within the boundaries of the City of Keokuk. Such off-duty Fire Fighters shall receive overtime pay, under the provisions of this contract, for attending such sessions, for each hour of attendance.

3. The Chief may require any Fire Fighter (not more than fifteen (15) days in any contract year, and upon at least thirty (30) days notice) to attend education or training sessions outside the City of Keokuk, and for which, the employee shall receive compensation for meals and mileage, as incurred, and all other costs of such training. In addition, the employee will be paid his or her regular pay for each scheduled workday, in which he or she attends such training, and for attendance on non-scheduled workdays, he or she shall receive his or her regular hourly pay, as computed under Article 5, for all actual class or training time, up to forty (40) hours.

4. The City will pay up to a maximum of 8 hours overtime pay on an hour per hour basis each year, toward continuing education credits for maintaining our First Responder certification.

5. The City shall provide each employee covered by this Agreement, a single membership in the Hoerner Y Civic and Recreation Center or Total Fitness Center (up to the costs of a single annual membership to the Hoerner Y). The City shall provide said membership commencing January 1, 2003, for all current employees or at the time of hire for new employees. It is understood that the member will utilize the facility of his/her choice for a minimum of twenty-four (24) times each year. If for any reason the facility is not utilized this minimum number of times, it is understood the member is on probation and that the City will not be responsible for paying membership fees for the following year. If the member chooses to utilize either facility following the determination of a probation status, one year must lapse before becoming eligible for this benefit again. The member who wishes to reinstate his/her former position must provide proof of paid membership and proof of minimum usage to be reimbursed for that second year of probation. If for some reason, Total Fitness ceases its business activity, the City pledges that a pro-rated membership to the Hoerner Y Civic and Recreation shall be provided without cost to the member for the balance of that year.

## ARTICLE 20

### Seniority

Seniority among the members of the Fire Department shall be determined pursuant to Section 400.12 of the Code of Iowa. In the event that a layoff should occur in the Keokuk Fire Department, said reduction in employees shall be pursuant to Section 400.28 of the Code of Iowa. Computation of sick leave and longevity pay shall be pursuant to seniority as herein defined.

If a vacancy on a shift occurs, the Employer shall post notice of the vacancy for bidding, for seventy-two (72) hours before said vacancy is filled, and the employee with the most accumulated seniority and rank shall fill the vacancy, provided that the qualifications of the employees bidding are equal. The Chief of the Fire Department shall have the authority to fill a vacancy temporarily, without regard to seniority, but said temporary filling of a vacancy, shall not waive the bidding requirement for permanent filling of said vacancy. The qualifications of the employees bidding for the shift position shall be judged by Chief of the Fire Department, subject to the review procedures established in this contract. Nothing herein shall, in any way, affect the Civil Service rights of an employee.

For the purpose of this Article, a "vacancy" shall exist, only if a Fire Fighter is promoted to an officer's rank, or as a result of the death, retirement or severance of the Fire Fighter from service.

Transfer may be postponed up to one hundred twenty (120) hours, if necessary to eliminate or reduce overtime.

## ARTICLE 21

### Personnel Reductions

In the case of personnel reduction, the employees with the least seniority shall be laid off first. Time in the Fire Department shall be given the utmost consideration. No new employee shall be hired until the laid-off employee has been given the opportunity to return to work provided a job opening occurs within two years after the lay off.

## ARTICLE 22

### Vacations

#### Section 1

An employee shall accumulate vacation time at the rate of 2.77 hours per pay period worked from the date of hire. An employee shall have his rate of accumulation adjusted upon the employee's anniversary date as shown below:

After the first anniversary of employment, 5.54 hours per pay period.

After the fourth anniversary of employment, 8.31 hours per pay period.

After the tenth anniversary of employment, 11.08 hours per pay period.

After the seventeenth anniversary of employment, 13.85 hours per pay period.

After the twenty-fifth anniversary of employment, 16.62 hours per pay period.

#### Section 2

Vacations need not be taken in one (1) week (three (3) consecutive working shifts) increments, but may, if scheduled under Article 23, be taken in one (1) day working shift increments.

#### Section 3

An employee who is separated from service by resignation, death, retirement, discharge, or otherwise shall be compensated for all unused vacation time.

#### Section 4

When an employee shall take a vacation, the days taken shall be subtracted from the employee's accumulated vacation time under Section 1 of this Article. No employee may accumulate vacation time in excess of thirty-nine (39) times, the vacation earned by said employee, during any single pay period.

## ARTICLE 23

### Scheduling of Vacations

#### Section 1

Only one (1) person from each shift shall be on vacation at any given time.

#### Section 2

The vacation schedule shall run from January 1 to December 31 of each year.

#### Section 3

Selection of vacation shall commence on November 15<sup>th</sup> of the year, immediately preceding the vacation year established by the next preceding paragraph. Selection shall start with the senior Fire Fighter on each shift, who shall have two (2) working days to make a selection; after selection, each additional Fire Fighter on each shift shall, in order of seniority, have two (2) working days to select a vacation. Any Fire Fighter who has not selected a vacation within the allotted time, forfeits the right to select until, the least senior Fire Fighter has selected (or has not selected within two (2) days) whereupon, all Fire Fighters who have not made a selection shall, starting with the most senior, repeat this process, each having in turn two (2) working days in Which to make a selection. Any Fire Fighter may, with the approval of the Fire Chief, change vacation period, if such a change is otherwise consistent with this Article, and is not contrary to any other provisions of this contract and rules and regulations of the Fire Department. Approval may be withheld only, due to scheduling training or manning conflicts.

#### Section 4

In scheduling a vacation, a Fire Fighter may schedule his vacation for a total amount of vacation, which will have been accumulated by the day of the proposed vacation, without regard to the Fire Fighter's total accumulated vacation at the time of scheduling.

## Section 5

Fire Fighters who have unscheduled vacation time, shall schedule their vacations at least **seventy-two (72)** hours prior to taking thereof. Provisions of this Section may be waived by the Chief or acting Chief.

## Article 24

### Sick Leave

#### Section 1

Any employee incurring a non-duty sickness or disability shall receive sick leave with full pay. On-duty injury or disability shall not be charged to the accumulative sick leave of an employee. A sick day is a twenty-four (24) hour working day. The Chief of the Fire Department shall have the right to request a doctor's statement in support of such sick leave at the City's expense.

#### Section 2

Employees shall accumulate sick leave at the rate of 11.1 hours per pay period of service, from the first day of employment and continue to do so, until they have accumulated a maximum of three thousand four hundred eight (3408).

#### Section 3

Employees must promptly notify the shift commander on duty of their inability to work their scheduled work period.

#### Section 4

All employees, except new employees, shall earn sick leave at a rate of 11.1 hours per pay period. New employees shall be advanced one hundred forty-four (144) hours sick leave upon employment, but shall not earn or accumulate additional sick leave, until they have been employed six (6) months, whereupon they shall earn and accumulate sick leave as other employees.

## Section 5

All employees of the Fire Department shall be entitled to one hundred percent (100%) of unused sick leave as severance pay, with a maximum of nine hundred (900) hours, upon retirement, disability retirement, or death, if employed. This conversion shall be paid to the employee or his beneficiaries, and shall be computed at his final rate of pay. A form naming the employee's beneficiaries shall be provided by and submitted to the City. The employee shall be entitled to one hundred percent (100%) of unused sick leave to be paid to beneficiaries if death occurs while employee is on duty or is caused by work related activities.

An employee may, upon regular retirement or disability retirement, elect to use his/her accumulated sick leave up to a maximum of nine hundred (900) hours to purchase health insurance from the City. If election is made to use accumulated sick leave to purchase health insurance, the value of the sick leave will be calculated by dividing the employee's average compensation by the number of hours worked in a year (2,922) to calculate an hourly rate, then multiplying the hourly rate by the number of hours accrued to the employees' credit. This amount would be placed in an employee escrow account to be diminished each month by the amount of the insurance payment, and shall not accrue any interest on the escrow account. The option selected must be exercised immediately at the time of retirement without option for change afterward.

## Section 6

If a civil service employee of the Keokuk Fire Department takes a vested retirement, the employee shall be entitled to a maximum of four hundred fifty (450) hours pay or twenty-five percent (25%) of the unused sick leave as severance pay, up to a maximum of four hundred fifty (450) hours.

## Section 7

All employees of the Fire Department shall be entitled to convert three (3) days of accumulated sick leave for one (1) day of vacation (seventy-two (72) hours accumulated sick leave is equal to twenty-four (24) hours of vacation). The employee shall not exceed one (1) day of additional vacation in any fiscal year under this conversion policy. Employees will not be allowed to use the day as additional vacation, but will be reimbursed at their normal hourly rate plus longevity. All employees of the Fire Department are eligible for conversion, if the employee, at all times, maintains a

minimum of three thousand (3000) hours of accumulated sick leave or has used two (2) or less sick leave days in the fiscal year.

## ARTICLE 25

### Time Off for Bereavement

#### Section 1

Employees will be allowed two (2) work days off with pay, as bereavement leave, in case of death in their immediate family, unless the death occurs on a scheduled work day, in which case, the employee shall be allowed three (3) work days off with pay. The immediate family shall include spouse, father, mother, son, daughter, sister, brother, grandparents and grandchildren of the employee and the employee's spouse. All employees shall be allowed two (2) days off work for the death of any steprelative. Steprelative shall include stepfather, stepmother, stepdaughter, stepson, stepbrother or stepsister.

#### Section 2

Employees will be allowed without loss of pay, two (2) hours off work to attend a funeral of another employee working under this Agreement. In addition, the employees who serve as pallbearers shall be allowed without loss of pay, four (4) hours off duty to so act. Provided, however, no employee shall serve as a pallbearer or attend the funeral of another employee working under this Agreement, if the absence of such employee would reduce the Department to less than five (5) Fire Fighters on the employee's shift, provided however, an employee may provide a substitute Fire Fighter at no expense to the City, to serve while said employee acts as a pallbearer, or attends said funeral. Provided further, however, that an Officer shall only be replaced for such purposes by another officer.



## ARTICLE 26

### Personal Leave

#### Section 1

Each employee will be granted three (3) personal leave days per year. This shall be in addition to any other contracted days off or holidays, and may be taken by the employee with the Chief's approval, at any time. No probationary employee shall be allowed any personal leave days.

#### Section 2

Each employee shall give at least twenty-four (24) hours notice to the Chief or acting Chief, before taking a personal leave day (this requirement may be waived by the Chief or acting chief).

#### Section 3

This Article shall not be construed as forbidding the recall of a Fire Fighter in the City, during a fire emergency, requiring the maximum available complement of Fire Fighters.

## ARTICLE 27

### Holidays

#### Section 1

The following holidays are those which shall be recognized and observed:

New Year's Day (January 1)	Labor Day (1 <sup>st</sup> Monday of September)
Good Friday (Friday before Easter)	Veteran's Day ( November 11 <sup>th</sup> )
President's Day (3 <sup>rd</sup> Monday of February)	Thanksgiving Day (Last Thursday of November)
Memorial Day (Last Monday of May)	Day after Thanksgiving
Fourth of July (July 4)	Christmas Day (December 25)

## Section 2

Each employee covered by this Agreement shall be paid as holiday incentive pay, the sum indicated below, on or before the 30<sup>th</sup> day of June of 2001 and 2002.

Lieutenant	\$1008.00
Fire Fighter 1 <sup>st</sup> Class	\$955.00
Fire Fighter 2 <sup>nd</sup> Class	\$955.00
Fire Fighter 3 <sup>rd</sup> Class - 1 <sup>st</sup> (6) months	\$955.00
Fire Fighter 3 <sup>rd</sup> Class - 2 <sup>nd</sup> (6) months	\$955.00

**A Third Class Fire Fighters holiday incentive pay will be prorated by the number of actual holiday's that fall within the time of employment during the Fiscal year in which they are hired.**

## Section 3

Any employee who actually works on a legal holiday of the City of Keokuk, shall receive in addition to the hours at the basic rate of pay as defined in Article 5, an additional one half (1/2) hour of pay at basic overtime hourly rate for each hour worked on said holiday.

## Section 4

Any employee who is separated from service by resignation, death, vested retirement, discharge or otherwise, shall be compensated for all holidays which have passed, from the start of the fiscal year, to the date of separation, at the basic rate of pay, at the time of separation.

## ARTICLE 28

### Maintenance of Standards

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime, differentials, and general working conditions, shall be maintained, at not less than, the highest standards in effect at the time of the signing of this Agreement, subject to such rules and regulations as be adopted by the Chief and City Council not in conflict with any provisions of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement.

## ARTICLE 29

### Grievance Procedure

#### Section 1 - Definitions

- A. Grievance. A "Grievance" shall mean a claim by an employee, or a group of employees which alleges a violation of any of the provisions of this Agreement, or any recognized and established practice in effect between the Employer and the Union.
- B. Grievant. A "Grievant" shall mean an employee or a group of employees filing a grievance.
- C. Representation. A grievant may represent himself or may be represented at any step of the grievance procedure, by any other representative of the grievant's choice.

#### Section 2

It is agreed that the City of Keokuk shall provide the opportunity for individual employees to discuss with the administration, any grievance concerning the interpretation and application of the provisions of this Agreement, in order to find mutually satisfactory solutions, as rapidly as possible, so as to insure efficiency and promote moral. The Union shall designate a grievance committee. The Employer shall serve all correspondence and notices to the Grievance Committee, in care of, Grievance Committee, 111 South Thirteenth Street, Keokuk, Lee County, Iowa.

#### Step 1

A grievant may file with the employer, a written and signed petition stating the nature of the grievance. No action or matter shall be considered the subject of a grievance, unless a written petition is made within seven (7) calendar days of its occurrence.

#### Step 2

The grievant, in the event they wish to pursue the grievance, shall file the grievance with the Grievant's Assistant Chief or, in his absence, another Assistant Chief so designated by the Fire Chief, within seven (7) calendar days of the filing of the grievance with the Grievance Committee.

#### Step 3

If, within seven (7) calendar days from the submittal of the grievance to the Assistant Chief, there has been no settlement, the grievance shall then be submitted to the Fire Chief, and in the event that the Fire Chief is unable to settle the grievance within seven (7) additional calendar days, it shall be submitted to the Mayor, and the Mayor shall have an additional seven (7) calendar days to resolve the matter.

#### Step 4

If the grievance is not settled within Step 3, it may be appealed to arbitration by the grievant, by written notice of the request for arbitration, submitted to the Mayor within seven (7) calendar days, after the Mayor's written decision. That the grievance form is hereto attached.

### ARTICLE 30

#### Savings Clause

If any provisions of this Agreement, or the application of such provisions, should be rendered or declared invalid by any court action, or by reason of any existing, or subsequently enacted legislation, the remaining part or portion of this Agreement, shall remain in full force and effect.

## ARTICLE 31

### Minimum Crew Size

The City of Keokuk will retain a minimum of five (5) personnel on the shift at all times. The chief will not be counted as the fifth person.

## Article 32

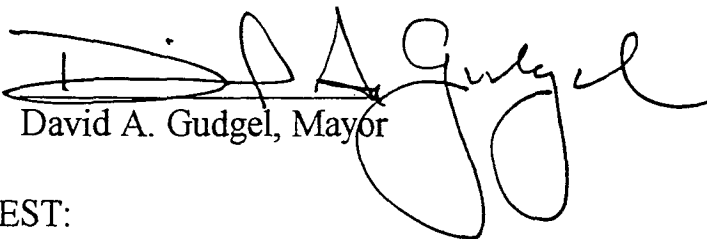
### Funeral Benefit

The City will pay a \$5,000 funeral expense benefit, if death occurs while employee is on duty and death occurs as a result of work-related activities.

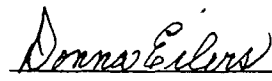
IN WITNESS WHEREOF, the parties hereto have set their hands this 16  
day of December, A.D., 2004.

Any supplement mutually agreed to thereafter shall become a part of this Agreement.

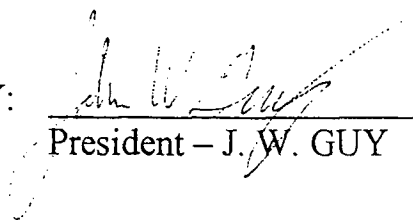
~~CITY OF KEOKUK~~

BY:   
David A. Gudgel, Mayor

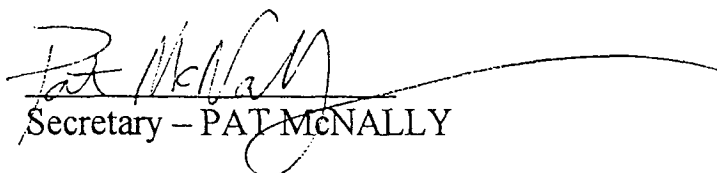
ATTEST:

  
Donna Eilers, City Clerk

LOCAL #568, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS:

BY:   
President - J. W. GUY

ATTEST:

  
Secretary - PAT McNALLY